



*Fayette*  
COUNTY

"WHERE QUALITY  
IS A LIFESTYLE"

**PURCHASING DEPARTMENT**  
140 STONEWALL AVENUE WEST, STE 204  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

January 27, 2016

**Subject: #1067-B, Property Lease for Old Fire Station #3 - Invitation for Bids**

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids for the lease of Fayette County Old Fire Station #3 located at 935 Senoia Road, Tyrone, GA, in accordance with the information and terms contained herein.

An open property tour will be held at 10:00am, Thursday, February 11, 2016 at Old Fire Station #3, 935 Senoia Road in Tyrone, GA 30290. All interested parties are invited and strongly urged to attend. This will be the opportunity to voice all questions, concerns and comments about this invitation for bids and have them addressed.

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, in writing to, email address: [tbarwicks@fayettecountyga.gov](mailto:tbarwicks@fayettecountyga.gov) or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

Your bid should be on the attached pricing sheet. Be sure to include the **bid number** and **reference** along with your name and address on the **sealed** envelope in which the bid is returned.

**BID MUST BE SUBMITTED TO:**  
FAYETTE COUNTY PURCHASING DEPARTMENT  
140 STONEWALL AVENUE WEST - SUITE 204  
FAYETTEVILLE, GEORGIA 30214  
**BID #1067-B**  
**REFERENCE: PROPERTY LEASE FOR OLD FIRE STATION #3**

Bids will be received at the above address until 3:00 p.m., Wednesday, February 17, 2016 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. February 17, 2016. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

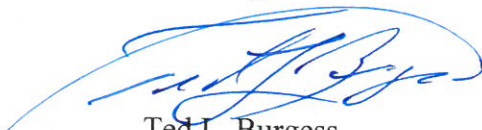
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**Bid results will be posted on the Fayette County web site within 3 business days after the bid opening.**

**If and when the county makes an award for the lease of the property, and sends the successful responder a Notice of Award, this information will be posted on the county's website.**

\*\*\*\*\*

Sincerely,



Ted L. Burgess  
Director of Purchasing

TLB/tcb

## GENERAL TERMS AND CONDITIONS

1. **Definitions:**
  - a. “**County**” shall mean Fayette County, Georgia.
  - b. **Responsive bidder:** The evidence submitted by the bidder shall satisfy the county that the bidder has the capacity to complete the lease of the property.
  - c. **Responsible bidder:** In order to be deemed responsible, the bidder shall submit a complete bid that includes all documents as set out in this invitation for bids and any pertinent addenda, without irregularities, excisions, special conditions, or alternative unless specifically requested in the Invitation for bids by Sealed Bid or addenda.
2. **Property “As Is”:** The property is being leased “as is,” “where is” and “with all faults” to Lessee.
3. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
4. **Binding Offer:** Each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
5. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least 72 hours before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at [http://www.fayettecountyga.gov/purchasing/bids\\_and\\_proposals.asp](http://www.fayettecountyga.gov/purchasing/bids_and_proposals.asp). It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
6. **Due Diligence & Inspection:** Bidders must complete any and all due diligence and property inspections before bid received by time and date. No provision is made for a due diligence period once bids have been opened.
7. **References:** Include with your bid three (3) references, on the form provided. Include all information as requested on the form.
8. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The Lessee full name,
  - b. The bid number, which is #1067-B, and
  - c. The “reference” which identifies the bid, which is “Property Lease for Old Fire Station #3.



Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, to:

Fayette County Government  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

9. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
10. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
11. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
12. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
13. **Prices Held Firm:** Prices shall be firm for the period of the lease agreement, unless otherwise specified in the bid.
14. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
15. **Arrears:** Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.
16. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, use of building, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to lease, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid, or all bids, and to re-advertise for bids.
17. **Lease Execution:** After the county makes an award, all required documents are received by the county, and the lease is fully executed with signature of both parties, the county will issue a fully executed lease. The county shall not be liable for payment of any costs incurred by any bidder prior to the county issuing a fully executed lease.
18. **Assignment of Lease:** Assignment of any contract resulting from this invitation to bid will not be authorized.

19. **Indemnification:** The Lessee shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the Lessee, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The Lessee shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
20. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
21. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
22. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 30 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
23. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in state court in Fayette County, Georgia.

**PROPERTY LEASE FOR OLD FIRE STATION #3**

**INTRODUCTION:**

Fayette County, Georgia is seeking bids to lease Fayette County Old Fire Station No. 3 located at 935 Senoia Road, Tyrone, GA.

**BACKGROUND:**

The building for Old Fire Station #3 was constructed in the late 1970's between 1977 and 1978.

**SITE DESCRIPTION:**

- The old Fire Station building is 4575 Sq Ft.
- The building has natural gas service, provided by Atlanta Gas Light. Electricity is provided by Coweta-Fayette EMC.
- The building has living quarters upstairs and downstairs.
- The bay area has 3 doors in front and 1 door in the rear.
- The building is on a septic system.





**LEASE TERM:**

The term of this lease shall begin upon issuance of lease, and continue through June 30, 2017. Thereafter, this agreement may be renewed by the county for a one year renewal term(s) (each a "Renewal Term" and together with the Initial Term, the "Term), which renewal will be by letter or other written correspondence from the county to the lessee thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term.

**LEASED PROPERTY:**

- The building is being leased in an "as is" state of condition.
- The successful lessee shall comply with zoning requirements of the Zoning District for the Town of Tyrone, Georgia. Property is zoned Commercial 1.
- The county will not make any repairs or improvement to the building before or during the lease agreement.
- The successful lessee shall be responsible for insurance on contents.
- The lessee shall be responsible for paying all electricity, gas and water that may be contracted for premises during the term of this lease.
- The building septic tank system has limited capacity and has not been able to provide the necessary operating conditions while in use as a fire station.

**DEPOSIT:**

- The county shall require the successful bidder to submit a deposit for the amount equal to two (2) months lease at time of lease signing, which is for first month rent and one (1) month security.
- The security deposit will be refundable after the lease expiration date.
- If the awarded bidder cancels the lease prior to the expiration of the lease, the deposit becomes property of Fayette County.
- Any unpaid balance owed the county for whatever reason will be deducted from the security deposit prior to refund.
- Any damage to the property or grounds caused by the awarded bidder will be deducted from the security deposit prior to refund.
- No interest will accrue to the security deposit during the time held by Fayette County.

**PAYMENTS:**

- Rent shall be made on the 1<sup>st</sup> day of each month after the initial payment and lease signing. All lease payments must be paid by certified, cashier's or business check payable to: Fayette County, GA. Payments are to be mailed to:  
Fayette County Fire & EMS  
140 Stonewall Avenue, West – Suite 214  
Fayetteville, GA 30214  
**Attention: Tammy Lackey**
- Rent shall not be subject to any deduction, whatsoever.

- The successful lessee shall be responsible for late charges under the lease agreement within 10 days after the lease payment is due. The lessee shall pay the county, as additional rent, a late charge equal to 10% of each month rent or sum due.
- The county shall have the right to terminate the lease if the rent is not received by the lease date stipulated on the lease agreement.

**PROTECTION OF PROPERTY AND ACCESS:**

- The successful lessee agrees to care for and maintain the premise in a proper manner.
- The lessee shall not make any improvements on the leased property without prior approval by Fayette County.
- The lessee shall comply with all federal, state, county and local laws, regulations and policies in response to its use of the premise.
- Any property or incidentals damaged during the course of this lease shall be repaired or replaced to the satisfaction of Fayette County.
- Lessee shall be responsible for maintaining exterior of the building including the grounds outside and around the property.
- The lessee shall not sublet, assign, or transfer its interest or obligations under this Lease to any third party.



BID SHEET - (TO BE COMPLETED BY LESSEE)

TOTAL MONTHLY LEASE AMOUNT: \$ \_\_\_\_\_.

TOTAL MONTHLY LEASE AMOUNT IN WORDS: \_\_\_\_\_  
\_\_\_\_\_.

PREMISE TO BE USED AS/FOR: \_\_\_\_\_.

LESSEE LEGAL NAME \_\_\_\_\_

LESSEE LEGAL SIGNATURE \_\_\_\_\_

PHYSICAL ADDRESS OF LESSEE \_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS OF LESSEE (IF DIFFERENT) \_\_\_\_\_  
\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (        ) \_\_\_\_\_

CELLULAR NUMBER: (        ) \_\_\_\_\_

EXCEPTIONS AND/OR COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

**REFERENCES - #1067-B**

Please list three (3) references of current or recent lessors who can verify the quality of tenancy. If you have leased fewer than three locations in the last seven years, include business or personal references.

**REFERENCE ONE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Lease Period \_\_\_\_\_

Type of Property Leased \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Lease Period \_\_\_\_\_

Type of Property Leased \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Lease Period \_\_\_\_\_

Type of Property Leased \_\_\_\_\_

**LESSEE FULL NAME** \_\_\_\_\_